

Panaji, 8th November, 2018 (Kartika 17, 1940)

SERIES II No. 32

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 31 dated 01-11-2018 as follows:—

- (1) Extraordinary dated 01-11-2018 from pages 603 to 604 regarding Notification from Department of Finance.
- (2) Extraordinary (No. 2) dated 05-11-2018 from pages 605 to 606 regarding Notification from Department of Environment.

GOVERNMENT OF GOA

Department of Civil Aviation
Directorate of Civil Aviation

Order

No. DOCA/EST/Appt.Dy.Col/18/16-17/1739

Read: Order No. DOCA/EST/Appt.Dy.Col/18/16-17/509 dated 1st December, 2016.

Addendum No. DOCA/EST/Appt. Dy.Col/18/16-17/925 dated 3rd January, 2017.

Order No. DOCA/EST/Appt.Dy.Col/18/16-17/133 dated 16th May, 2017.

Order No. DOCA/EST/Appt.Dy.Col/18/16-17/399 dated 29th August, 2017.

Order No. DOCA/EST/Appt.Dy.Col/18/16-17/56 dated 19th April, 2018.

The contractual appointment of Shri N. D. Agarwal, Retired Collector, South Goa as Advisor in the Directorate of Civil Aviation is hereby extended for a period of one year from 1st October, 2018 to 30th September, 2019. He shall be paid lump sum amount of Rs. 50,000 per month in the addition to pension.

The expenditure shall be debited from the following Budget Head.

Demand No. 84 (Civil Aviation).

3053 — Civil Aviation;

02 — Airport;

800 — Other Expenditure;

01 — Establishment of Airport Cell (Plan);

50 — Other Charges.

This issues as per Office Memorandum No. 1/1/2017-Addl. Secy (PER)/2625 dated 23-10-2018 and Administrative approval vide U. O. No. 9158/F dated 26-10-2018.

By order and in the name of the Governor of Goa.

Dr. S. Shanbhogue, Director & ex officio Joint Secretary (Civil Aviation).

Porvorim, 31st October, 2018.



Department of Co-operation

Office of the Registrar of Co-operative Societies
& ex officio Joint Secretary

Order

No. 50/3/(124)/Elec/BOD/AACH/RCS/CZ/16/3084

Read: 1) Letter No. 1/212/Elec/AACH/ARCZ/2016/1086 dated 12th January, 2018 received from the Asstt. Registrar of Co-op. Societies, Central Zone, Panaji-Goa to fill six vacant posts of Directors of the Al-Ameen Co-op. Housing Society Ltd., Cujira, St. Cruz-Goa.

The Government of Goa is pleased to exempt the Al-Ameen Co-op. Housing Society Ltd., Cujira, St. Cruz-Goa from the Provisions of Section 60(3)(b) of the Goa Co-op. Societies Act, 2001 for the term i.e. 2016 to 2021 by invoking the powers under Section 126A of the Goa Co-op. Societies Act, 2001.

By order and in the name of the Governor of Goa.

Sanjiv M. Gadkar, Registrar & ex officio Addl. Secretary (Co-op. Societies).

Panaji, 30th October, 2018.

Corrigendum

No. 19/01/2014/VUCCS/TS/RCS/part/3136

- Read: 1. Order No. 19/12/96/UCCS/TS/RCS/4076 dated 7th June, 2011.
2. Order No. 19/01/2014/VUCCS/TS/RCS/ /Vol.I/917 dated 18th June, 2015.
3. Order No. 3/2/Urban/TS II/SZ/2017/RCS/ /1483 dated 6th July, 2017.
4. Request letter dated 18-07-2017 received from The Managing Director, Goa State Co-op. Bank Ltd., Panaji-Goa.
5. Representation Letter dated 27-02-2018 and 06-06-2018 received from the Committee of Administrator of the society.
6. Order No. 19/01/2014/VUCCS/TS/RCS/ /Suppl/1610 dated 17th July, 2018 regarding extension of term of Committee of Administrator.
7. Order No. 19/01/2014/VUCCS/TS/RCS/ /part/2149 dated 27th August, 2018 regarding appointment of Liquidator.
8. Letter No. GSCB/I & A/2018-19/5856 dated 17-09-2018 of the Goa State Co-operative Bank Ltd., Panaji-Goa.

In partial modification to the Order referred at Sr. No. 7, Shri Vishwanath Chodankar, Branch Manager of the Goa State Co-operative Bank Ltd., is hereby authorized to discharge the duties of the Liquidator of the Vasco Urban Co-operative Credit Society Ltd., 3 Commerce Centre, Vasco-da-Gama, Goa, on behalf of the Goa State Co-operative Bank Ltd., Panaji-Goa.

All the other terms and conditions specified in Order referred at Sr. No. 7 shall remain unchanged.

Sanjiv M. Gadkar, Registrar & ex officio Joint Secretary (Co-op. Societies).

Panaji, 2nd November, 2018.

◆◆◆
Department of Environment

Order

No. 175-10-2016/STE-DIR/591

Sub.: Constitution of an expert committee at State Level to ensure that untreated/partially treated sewage or industrial effluents may not be disposed in wetlands.

Ref.: Order No. 175-10-2016/STE-DIR/382 dated 22-08-2017.

As advised by the Ministry of Environment, Forests and Climate Change (MoEF & CC) vide their letter No. J-22102/41/2016-CS(W) dated 5th December, 2016, the expert committee has been constituted vide above dated 22-08-2017 for the period of one year to ensure that untreated/ /partially treated sewage or industrial effluents are not disposed in wetlands and strict compliance to the Wetlands (Conservation and Management Rules, 2010).

The term of the said committee expired on 22-08-2018. The State Government has approval for re-constitutes of the expert committee with following members:

Sr. No.	Name	Designation
1.	The Chief Town Planner or Representative, Town & Country Planning Department, Panaji	Member.
2.	Director or Representative, Directorate of Panchayat, Panaji	Member.
3.	Director or Representative, Directorate of Municipal Administration, Panaji	Member.
4.	Member Secretary, Goa State Biodiversity Board: Head of Nodal Agency, Goa State Wetland Authority, Saligao	Member.
5.	Member Secretary, Goa State Pollution Control Board, Saligao	Member.
6.	Representative, Goa State Council for Science & Technology, Saligao	Member.
7.	Dr. G. N. Nayak, Subject matter expert, GSWA	Member.
8.	Dr. Vinod Dhargalkar, Former Scientist, National Institute of Oceanography, Dona Paula	Member.
9.	The Director (Environment), Member Secretary-GSWA	Convenor.

For the following purpose the above expert committee is re-constituted:

1. The untreated/partially treated sewage or industrial effluent is not disposed of in any wetlands by Panchayat, Urban Local Body, Industries or PSU. For the purpose of treatment, the norms/standards prescribed by the Goa State Pollution Control Board shall be the criteria.

2. Immersion of idols is not permitted in any wetland in contravention to the 'Guidelines for idol immersion' brought out by Central Pollution Control Board (CPCB) and PROBES/136/2010-June, 2010.

The terms of reference of the above mentioned Expert Committee shall be as follows:

1. To ensure that the Wetlands (Conservation and Management) Rules, 2010 are thoroughly complied and implemented across the State:
2. To ensure that the local bodies such as Directorate of Panchayats and Directorate of Municipal Administration take necessary steps to ensure that the untreated/partially treated sewage or industrial effluents are not disposed in wetlands and bring to the notice of the Authority the violations occurring at local level during the idol immersion and oversee the process.

The term of this committee would be for the period of one year and may be subsequently renewed.

This issue with the approval of the State Government vide their U.O. No. 8931/F dated 17-10-2018.

Ravi Jha, IAS, Director (Environment).

Porvorim, 31st October, 2018.

Department of Finance

Debt Management Division

Notification

No. 2/8/2010-FIN(DMU)/470

In pursuance to Clause 68 read with Clause 79 of the Articles of Association of EDC Limited, Government of Goa is pleased to re-constitute the Board of Directors of EDC Ltd., with the following nominees with immediate effect:-

1. Shri Subhash Shirodkar, — Director.
Shiroda-Goa
2. Shri Santosh Kenkre, — Director.
Tonca, Caranzalem
3. Finance Secretary or his — Director.
nominee not below the rank
of Under Secretary from
Finance Department
4. Shri Sandip Bhandare, Panaji — Director.
5. Shri Ralph De Souza, Assgao, — Director.
Bardez

6. Shri Dr. Purushottam Raya — Director.
Pednekar, Khorlim, Mapusa
7. Shri Shivprasad Manerkar, — Director.
Panaji
8. Smt. Lalita Correia Alfonhso, — Director.
Panaji (Woman Director)
9. Shri Ninad Karpe, Panaji — Director.
10. Nominee of IDBI Bank Ltd. — Director.
11. Managing Director, EDC Ltd. — Director.

Government is further pleased to nominate Shri Subhash Shirodkar as Chairman and Shri Santosh Kenkre as Vice Chairman of EDC Limited.

This issues in supersession of all earlier Notifications issued in this regards.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary, Finance (Bud-II).

Porvorim, 31st October, 2018.

Department of Labour

Notification

No. 28/3/2018-LAB/Part-I/738

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 24-09-2018 in reference No. IT/04/13 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 1st November, 2018.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT

GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)

Ref. No. IT/04/13

Shri Virendra Shukla & 9 Others,
C/o. Adv. Shri Vijay A. Palekar,
Anand Bhawan, Durgawadi,
Taleigao, Goa-403 002. ... Workmen/Party I
V/s

M/s. Nicomet Industries Ltd.,
Plot No. L-19 and 20,
Cuncolim Industrial Estate,
Cuncolim, Goa-403 703. ... Employer/ Party II

Workmen/Party I represented by Ld. Adv. Shri V. A. Palekar.

Employer/Party II represented by Ld. Adv. Shri M. S. Bandodkar.

AWARD

(Delivered on this the 24th day of the month of September of the year 2018)

By Order dated 12-04-2013, bearing No. 28/7/2013-Lab/164, the Government of Goa in exercise of powers conferred by Section 10 (1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication.

- (1) *Whether the action of the management of M/s. Nicomet Industries Limited, Cuncolim, Goa, in declining to give the benefits of the Settlement dated 09-05-2008 to the below mentioned workmen on the ground that they have ceased to be in employment before signing of the Settlement, is legal and justified?*

- (i) *Shri Xavier Colaco.*
- (ii) *Shri Rajappa Iiger.*
- (iii) *Shri Milagres Dias.*
- (iv) *Shri Suraj Deshpande.*
- (v) *Shri Deepak Gaonkar.*
- (vi) *Shri Ravindra Dhuri.*
- (vii) *Shri Rajesh Gawas.*
- (viii) *Shri Praveen Kamble.*
- (ix) *Shri Raju Singh.*
- (x) *Shri Veerandra Shukla.*

- (2) *If the answer to issue No. (1) above is in the negative, then, to what relief the workmen are entitled?"*

2. Upon receipt of the reference, it was registered as IT/04/13 and registered A/D notices were issued to both the parties. Pursuant to service of notices, Party I filed a Claim statement at Exhibit 6 and Party II filed a Written statement at Exhibit 7.

3. In short, the case of the Party I is that Party I workmen were workmen of Party II and had submitted a Charter of demands through the Union and had raised certain demands to be effective from April, 2004. The Party I workmen during the pendency of the negotiations of the said Charter of demands resigned from employment of the company. The issues raised in the said Charter of

demands were subsequently settled in view of Settlement dated 9-5-2008 between the company and the Union. The Party I workmen somewhere in first week of December, 2008 came to know of the said Settlement and were surprised that the Party I workmen were deprived of the benefits of the Settlement. The Party I workmen were shocked to know that they were conveniently deprived of the said benefits by the company in collusion with the Union in view of Clause 1 of the Settlement which provided that the terms and conditions of the Settlement shall be binding on all the permanent workmen who are employed by Party II and are party to the Settlement and who are on the rolls of the company as on 8-5-2008. The exclusion clause is not binding on Party I workmen and that they are entitled to receive all the benefits flowing from the said Settlement during the period from 1-4-2006 till date.

4. The Party I workmen therefore vide letter dated 20-12-2008 requested the Party II to pay the monetary benefits accrued to them in view of the Settlement and inspite of having received the said letter, the Party II did not entertain the claim of Party I and therefore a dispute was raised before the Dy. Labour Commissioner, Margao on 13-4-2010. The Party II flatly refused resulting into failure of conciliation proceedings. The Union had no authority to act in a manner detrimental to the interest of the Party I and any concession made by the Union contrary to the interest of Party I without an express consent of Party I to that effect cannot bind the Party I. The Party II cannot be permitted to discriminate in the matter of payment of wages to Party I merely because the Party I ceased to be in employment on the date of which Settlement was arrived at. The Party I is therefore entitled for benefits flowing from the outcome or the end result of the dispute raised by them as the right had already accrued to them for the period anterior to their resignations. Hence, the reference.

5. In the Written statement, the Party II has stated that the Party I workmen were not in employment at the time of signing of the Settlement dated 9-5-2008 and therefore they cannot raise an industrial dispute much less under sub-section 1 of Section 10 of Industrial Disputes Act, 1947. It is also beyond the scope and jurisdiction of the Tribunal to go into question of interpretation of the Settlement under Section 10(1)(d) of the Act and the relevant clauses of the said Settlement as the Party I workmen do not get any benefit of the said Settlement, since it was signed under Section 12(3) read with Section 18(3) of the Industrial

Disputes Act. The company signed the Memorandum of Settlement dated 9-5-2008 and since the workmen concerned in the reference had already resigned from the services of the company before the said date, the Party I workmen are not entitled to any benefits/dues in view of the clauses of the said Settlement. The Party I workmen are not the employees of the company anymore and therefore the Clause 1 of the Settlement is not applicable to them as they are not on the rolls of the company on 8-5-2008 and since the Party I workmen had already left the services of the company prior to the signing of the Settlement, they are not covered under the said Settlement and hence, the Party I workmen cannot claim any benefit arising out of the said Settlement and therefore, they are not entitled for any reliefs.

6. Issues which came to be framed at Exhibit 9 are as follows:

- (1) Whether the Party I prove that the exclusion Clause is not binding on them and they are entitled to receive all the benefits flowing from the Settlement dated 9-5-08 during the period from 1-4-06 till date?
- (2) Whether the Party I prove that they were conveniently deprived of the benefits by Party II in collusion with the union in view of Clause 1 of the Settlement dated 9-5-08?
- (3) Whether the Party II prove that at the time of signing of the Settlement dated 9-5-08, Party I/Workmen were not in their employment and therefore Party I has no jurisdiction to raise an industrial dispute?
- (4) What Award?

7. In the course of evidence, the Party I examined Shri Milagres Dias as their witness and produced on record a copy of Memorandum of Settlement dated 9-5-2008 at Exh. 12. The Party II produced though the above witness a copy of resignation letter dated 18-2-2008 at Exh. 13, a copy of relieving order dated 19-2-2008 at Exh. 14 and a copy of letter dated 9-1-2009 at Exh. 15. On the other hand, the Party II examined Shri Abhay Dalal as their witness and produced on record a copy of resignation letter dated 6-4-2007 of Shri Virendra Shukla at Exh. 19, a copy of relieving order/acceptance of resignation letter dated 9-4-2007 at Exh. 20, a copy of resignation letter dated 24-2-2007 of Shri Deepak Gaonkar at Exh. 21, a copy of relieving order/acceptance of resignation letter dated 27-4-2007 at Exh. 22, a copy of resignation letter dated 21-4-2007 of Praveen Kumble at Exh. 23, a copy of relieving order/acceptance of resignation letter dated 21-4-2007 at Exh. 24, a copy of resignation

letter dated 16-7-2007 of Shri Rajiv Singh at Exh. 25, a copy of relieving order/acceptance of resignation letter dated 20-7-2007 at Exh. 26, a copy of resignation letter dated 27-2-2007 of Shri Rajesh Gawas at Exh. 27, a copy of relieving order/acceptance of resignation letter dated 27-2-2007 at Exh. 28, a copy of resignation letter dated 18-2-2008 of Shri Suraj Deshpande at Exh. 29, a copy of relieving order/acceptance of resignation letter dated 18-2-2008 at Exh. 30, a copy of resignation letter dated 16-2-2008 of Shri Xavier Colaco at Exh. 31, a copy of relieving order/acceptance of resignation letter dated 18-2-2008 at Exh. 32, a copy of resignation letter dated 24-11-2007 of Shri Ravindra Dhuri at Exh. 33, a copy of relieving order/acceptance of resignation letter dated 29-11-2007 at Exh. 34, a copy of resignation letter dated 17-8-2007 of Shri Rajappa Iiger at Exh. 35, a copy of relieving order/acceptance of resignation letter dated 28-8-2007 at Exh. 36, a copy of minutes of conciliation dated 17-1-13 before the Dy. Labour Commissioner, Margao at Exh. 37 and a copy of failure report dated 22-2-2013 at Exh. 38. The Party II also examined Shri Ashok Gaikwad as second witness.

8. Heard arguments. Notes of written arguments came to be placed on record by the Party II.

9. I have gone through the records of the case and have duly considered the submissions made by the learned advocates for Parties. My answers to the above issues are as follows:

Issue No. 1	...	In the Affirmative.
Issue No. 2	...	Redundant.
Issue No. 3	...	In the Negative.
Issue No. 4	...	As per final order.

REASONS

Issue No. 1 and 3:

10. Ld. Adv. Shri V. A. Palekar for the Party I has submitted that the Party I workmen along with the other workmen through the Union submitted a Charter of demands and during the pendency of negotiations, the Party I workmen resigned from the company and the issues raised in the said Charter of demands were subsequently settled in view of Settlement dated 9-5-2008 between the company and the Union. However, the Party II conveniently deprived the benefits to Party I in view of Clause 1 of the Settlement which provided that the terms and conditions of the Settlement shall be binding on all the permanent workmen employed by the company and are party to the Settlement and are on the rolls of the company as on 8-5-2008. The said exclusion Clause is not binding on the Party I and they are entitled to

receive all the benefits flowing from the said Settlement during the period from 1-4-2006 till they ceased to be in employment of the company and therefore, above issues have to be answered accordingly.

11. Ld. Adv. Shri M. S. Bandodkar for the Party II has submitted that the last Settlement was signed on 9-5-2008 between the Union and the Party II under Section 12(3) read with Section 18(3) of the Industrial Disputes Act in conciliation proceedings and that the 10 workmen who are concerned in the reference have resigned from the services of the Party II on their own volition, free will and for better prospects and that they are relieved from the services by Party II and that they have been given all their dues. The said Settlement is a conciliation Settlement. The Party I workmen were not in the employment at the time of signing the Settlement and therefore issues concerning them was never discussed during the conciliation proceedings. The Settlement is applicable only to the workmen whose names are mentioned in the annexure to the Settlement and not to Party I workmen who were not in the employment as on the date of signing the same and therefore, not entitled to claim any relief. He further submitted that the Settlement arrived under Section 12(3) read with Section 18(3) of the Industrial Disputes Act are binding on the parties and cannot be challenged before the Tribunal and in support thereof, he relied upon the cases of (i) **Parshottambhai Keshavbhai Goyani & Ors. vs. Bhavnagar Dist. Co-op. Bank Ltd., 2013 II CLR 735**, (ii) **The Workmen Rep. by Secretary, Chemplast Employees Union vs. Presiding Officer, Industrial Tribunal, 2017 LLR 846**, (iii) **National Engineering Industries Ltd. vs. State of Rajasthan & Others, 2000 LLR 228** and (iv) **R. Balaji Singh vs. Hindustan Machine Tools Ltd., and another, 1997(1) LLN 936**.

12. There is no dispute that the Party I workmen were the workmen of Party II employer and had submitted a Charter of demands through the Union to be effective from April, 2006 and that during the pendency of the negotiations of the said Charter of demands, the Party I workmen resigned from the employment of the company on various dates as reflected in the applications for resignation and the relieving orders from Exh. 19 to Exh. 36. There is also no dispute that the issues raised in the said Charter of demands were subsequently settled vide a Memorandum of Settlement dated 9-5-2008 signed before Dy. Labour Commissioner, Margao. Exhibit 12 is the said Settlement. It is equally not in dispute that the benefits of the said Settlement

were not extended to Party I workmen in terms of Clause 1 of the said Settlement which provides that the terms and conditions of the Settlement shall be binding only on permanent workmen who were on the rolls of the company as on 8-5-2008 and party to the Settlement. The substratum of controversy is with respect to the said exclusion Clause contained in the Settlement and whether it is unjust, irrational or unreasonable on one hand or whether it is binding on all the employees of the company including the Party I.

13. The Party I has examined Shri Milagres Dias. He has reiterated the contents of the claim statement in his affidavit in evidence. He has stated that Party II conspired and colluded with the Union with the sole object of causing monetary loss to the Party I workmen and corresponding gain to Party II at the cost of Party I in a manner detrimental to the interest of the workers. He has also specified the dates of resignation in Para 14 of his affidavit and amount payable in Paras 9 and 15 of the affidavit. He denied the suggestion that neither him nor the workmen concerned in the reference have submitted a Charter of demands on management or that he along with workmen concerned have given authorization to the local committee on his behalf or on behalf of the workers. He admitted that when the Settlement was signed he was not in the employment. He denied the suggestion that he is not entitled to any benefit of the Settlement. He claimed that Clause 1 of the Settlement dated 9-5-2008 has been challenged by him. He admitted that the Settlement was signed before the Dy. Labour Commissioner, Margao between the management and the Union.

14. The management examined Shri Abhay Dalal, HR-Manager. He claimed that the Settlement dated 9-5-2008 arose out of a Charter of demands raised by Goa Trade and Commercial Workers Union dated 3-5-2006 for revising the benefits of the workers which was signed in the conciliation under Section 12(3) read with Section 18(3) of the Industrial Disputes Act. He also stated that the Party I workmen were working with Party II and that all of them resigned from the services of the Party II of their own volition and for better prospects and that they were relieved from the services of Party II and were given all their dues. He claimed that the Settlement is applicable to those workmen mentioned in the Annexure to the Settlement and no one else and that the Party I are not entitled for any benefit. In the cross examination, he admitted that he was not personally aware of the facts of the case as he joined the establishment on 1-3-2016. He denied the suggestion that the management in

connivance with the Union signed the Settlement sacrificing the benefits that accrued to Party I which was for a period from 1-4-2006 to 31-3-2009 and that in view of the said Settlement, salaries are revised w.e.f. 1-4-2006 to 31-3-2009 and that some of the workmen worked for the period which covered the Settlement.

15. The management also examined Shri Ashok Gaikwad who worked with the company as Labour Law Consultant. He claimed that the Union has signed several settlements with Party II and one of such settlements was signed on 9-5-2008 under Section 12(3) read with Section 18(3) of the Industrial Disputes Act, 1947 before the Conciliation Officer and that the Party II has fully complied with the terms and condition of the said Settlement. He also claimed that he participated in negotiations with Party II and that the Party I workmen were working with Party II and all of them resigned from the services of their own free will and they were relieved from the services. The Party I workmen are not entitled to any benefits of the Settlement. There was no conspiracy between the Union and the Party II and that the Settlement is valid. The Party I was not in the employment at the time of signing the Settlement and therefore they are not entitled for any reliefs. In the cross examination, he stated that the Party I workmen were in employment as on 3-5-2006 when the demands were raised by all the permanent workmen of the company.

16. Shri Gaikwad has also claimed that he along with the management jointly decided that the Party I workmen should be excluded from the benefits of the Settlement as they were not on the rolls of the company or in the employment at the time of signing of the Settlement. He, however admitted that as a result of the Settlement, the salaries are revised retrospectively w.e.f. 1-4-2006 as per Clause 2 of the Settlement. He denied the suggestion that the clause of the Settlement excluding benefit to the Party I workmen was incorporated behind their back and therefore the said clause is a nullity in the eyes of law. To the question whether there is any record anywhere that there was any discussion with regard to Party I workmen in the course of conciliation at any time prior to 9-5-2008, he claimed that during the discussion of Charter of demands in conciliation, it was decided that only permanent workers of the company on the date of signing of the Settlement would get the benefit of the Settlement. However, no such records have been produced by Party II. The said witness is an interested witness as there is nothing on record in

the Memorandum of Settlement at Exh. 12 that he participated in the discussion that took place before the Conciliation Officer, although he has signed as a witness. He denied the suggestion that as per the Settlement, the Party I workmen are entitled for the benefits of the said Settlement.

17. Needless to mention, the Party I were the workmen of Party II and had submitted a Charter of demands through the said Union and had raised certain demands to be effective from April, 2006 and during the pendency of negotiations of the Charter of demands, the Party I workmen resigned from the employment of the company as mentioned in Para 14 of the affidavit of Milagres and in terms of letters at Exh. 19 to Exh. 36. There is also no dispute that the issues raised in the said Charter of demands were subsequently settled in view of Settlement dated 9-5-2008 between the Party II and the Union in which the Party I workmen were deprived of the benefits of the said Settlement in view of Clause 1 and 22 of the said Settlement, which provided that the said Settlement shall be binding on only the permanent workmen who are on the rolls of the company as on 8-5-2008. The said exclusion clauses cannot be said to be binding on the Party I workmen as there is an underlying assumption that the Settlement reached with the help of the Conciliation Officer must be fair and reasonable and can be made binding not only on the workmen belonging to the union but also on others. The Party I workers are not challenging any of the terms of the Settlement that give benefits to the workmen but only the exclusion clauses which deny the benefits of the Settlement accrued to them, inspite of them working during the said period. The Party II cannot deny the monetary benefits to the workmen for the period for which the Party I workmen were in employment with Party II company as claimed by them as admittedly, the salaries of all the workmen are revised retrospectively w.e.f. 1-4-2006 as per Clause 2 of the Settlement.

18. The Union as well as the Conciliation Officer ought to have considered the above clauses of the Settlement which are detrimental to the interest of Party I workmen keeping in view the scheme of labour legislations that the settlement should be just and fair and that all the workmen are entitled for equal treatment which is beneficial to the management as well as to the body of the workmen and society at large as there would be industrial peace and tranquility pursuant to such settlements, which would avoid unnecessary social strife and tribulation on one hand and promote industrial and commercial development on the other hand.

There is no dispute that the settlements arrived during conciliation proceedings are binding not only to the parties to the settlement but even to the entire labour force working in the organization concerned even though they may not be the members of the union which might have entered into the settlement during the conciliation proceedings, as held in the case of **National Engineering Industries Ltd.**, supra. Clause 1 and 22 of the said Settlement are contrary to the interest of the Party I workmen and therefore, the said clauses which compromise the interest of Party I workmen by declining the benefits of the Settlement have to be treated as void and non-est, more particularly when the Charter of demands cover the period for which the Party I workmen had rendered service to Party II and were in employment of Party II. The Party II cannot therefore discriminate in the matter of payment of wages to Party I merely because they have ceased to be in employment on the date on which the Settlement was arrived at. The Party I workmen are therefore entitled for the benefits flowing from the said Settlement in as much as the Party I is claiming the benefits of a right that had already accrued to them for the period anterior to their resignations.

19. The submission of Ld. Adv. Shri M. S. Bhandodkar that the Party I were not in the employment at the time of Settlement dated 9-5-2008 as they had resigned from the employment by accepting the benefits and severing their relations with the company and hence, the workmen are not eligible for any benefits of the said Settlement and that the Settlement signed in the course of conciliation under Section 12(3) read with Section 18(3) of the Industrial Disputes Act, 1947 is binding on all the workmen who are on the rolls of the company as on 8-5-2008 and that the said Settlement cannot be challenged before the Court cannot be accepted having any merits and the reliance placed on the citations as stated above turned on their own facts and therefore cannot be made applicable to the case at hand, more particularly when the Party I workmen are not claiming additional benefits arising out of the Settlement but equal treatment with regard to monetary benefits flowing from the said Settlement for the period for which they were in employment with Party II company, which have been unfairly denied to them on the flimsy premise of exclusion clauses. The Party I workmen therefore have proved that the exclusion clauses are not binding on them and that they are entitled to receive all the benefits flowing from the Settlement dated 9-5-2008 during the period from 1-4-2006 till their resignation, on

the contrary Party II has failed to prove that on the date of Settlement dated 9-5-2008, they were not in the employment and therefore not entitled to any benefits and that the Party I have no jurisdiction to raise any industrial dispute. In view of above discussion, issue No. 1 is answered in the affirmative and issue No. 3 is answered in the negative.

Issue No. 2:

20. Ld. Adv. Shri V. Palekar has submitted that the issue No. 2 is an incidental issue which has reference to a matter of casual nature only. Relying upon the case of **Army Public School, Morar vs. Ramdhan Sharma**, 2014 3 JLJ 156, he submitted and rightly so that the aspect of depriving the benefits by Party II in collusion with the Union in view of Clause 1 of the Settlement dated 9-5-2008 is only incidental which is not associated with the dispute and the said aspect need not be gone into by the Court. He further submitted and rightly so that even if it is held that the Union had no role of collusion with the management in depriving the benefits by Party II, the reference would not fail as it is a beneficial legislation and the management is not permitted to preclude the Party I workmen from the benefits of the Settlement for the period for which the Party I workmen were in employment with the company. The submission of the Ld. Adv. Shri Bhandodkar that the Party I has failed to plead and prove the allegation that the Union has made any conspiracy or collusion with the company cannot be accepted as the said issue of collusion is an incidental issue not connected with the main dispute and need not be proved to answer the reference in favour of Party I workmen when they have sufficiently shown that they have been conveniently deprived of the monetary benefits flowing from the said Settlement during the period from 1-4-2006 till the date the Party I workmen ceased to be in employment with the company. It is therefore, issue No. 2 has to be treated as redundant.

Issue No. 4:

21. The Party I have claimed the amount payable to them in Para 10 and 15 of the claim statement and Para 9 and 15 of the affidavit in evidence which according to them is the outstanding dues liable to be paid by Party II for the period for which they were in employment with Party II company. The said fact is not in dispute nor the amount payable by Party II to Party I as mentioned in the claim statement and affidavit has been challenged. The Party I is therefore entitled for the outstanding dues mentioned in Para 15 of the claim statement. Hence, the above issue is answered accordingly.

22. In the result, I pass the following:

ORDER

- (i) It is hereby held that the action of the management of M/s. Nicomet Industries Limited, Cuncolim, Goa, in declining to give the benefits of the Settlement dated 9-5-2008 to the workmen mentioned in the reference on the ground that they have ceased to be in employment before signing of the Settlement, is illegal and unjustified.
- (ii) Consequently, the Party II is directed to pay the outstanding dues as mentioned in Para 15 of the claim statement alongwith interest @ 8% p.a. from the date of complaint dated 11-05-2009 as per Exb. 38 till final payment.
- (iii) Inform the Government accordingly.

Sd/-

(Vincent D'Silva),
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/3/2018-LAB/Part-I/739

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 28-09-2018 in reference No. IT/8/12 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).
Porvorim, 1st November, 2018.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT

GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)

Ref. No. IT/8/12

Shri Joaquim Mascarenhas
& 5 Others,
Rep. by the President,
Goa Trade & Commercial Workers Union,
Velhos' Building, 2nd Floor,
Panaji-Goa. ... Workmen/Party I
V/s

M/s. Lima Leitao & Co. Pvt. Ltd.,
Lima Arcade, New Vaddem,
Vasco-da-Gama,
Goa-403 802

... Employer/Party II

Workmen/Party I represented by Ld. Adv. Shri
Suhaas Naik.

Employer/Party II represented by Ld. Adv. Shri P.
Chawdikar.

AWARD

**(Delivered on this the 28th day of the month
of September of the year 2018)**

By Order dated 5-1-2012, bearing No. 28/47/2011-LAB/35, the Government of Goa in exercise of powers conferred by Section 10 (1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to the Tribunal for adjudication.

"(1) Whether the action of the management of M/s. Lima Workshop, Barazan, Usgao-Goa, in terminating the services of its below mentioned six workmen with effect from 01-08-2007, is legal and justified?"

Sr. No.	Name of the Workmen	Designation
1)	Shri Shaikh Peera Varaparla	Head Mechanic.
2)	Shri Shaikh Subani Varaparla	Heavy Mechanic.
3)	Shri Jay Prakash Iyengar	Welder-cum-Fitter.
4)	Shri Manohar Dhavlikar	Diesel Mechanic.
5)	Shri Vinayak Gulelkar	Helper.
6)	Shri Joaquim Mascarenhas	Driver.

(2) If not, what relief the workmen are entitled to?"

2. Upon receipt of the reference, it was registered as IT/08/12 and registered A/D notices were issued to both the parties. Pursuant to service of notices, Party I filed a Claim statement at Exb. 4 and Party II filed a Written statement at Exhibit 5.

3. In short, the case of the Party I is that the workmen named in the reference were employed at Lima workshop situated at Usgao by Party II. The Party II addressed individual letters to the workmen informing them that their services stood terminated w.e.f. 31-7-2007. The termination of their services is illegal, unjustified and bad in law. The Party II failed to comply with the provisions of Section 25-F of the Industrial Disputes Act and therefore, reliefs as prayed be granted.

4. In the Written statement, the Party II has claimed that there is no existing industrial dispute between the workmen and the Party II. The termination of Party I workmen is legal and justified.

5. The Party I filed a rejoinder at Exh. 7 denying the case put forth by Party II in the written statement.

6. Issues that came to be framed at Exh. 10 are as follows:

- (1) Whether the Party I proves that the action of the Party II in terminating their services w.e.f. 01-08-2007 is illegal and unjustified?
- (2) Whether the Party I proves that they are presently unemployed and do not have any source of income?
- (3) Whether Party II proves that General Secretary of the Goa Trade & Commercial Workers' Union is having no locus standi to file the present claim statement on behalf of Party I?
- (4) Whether Party II proves that reference is not maintainable as claim of Party I is not an 'Industrial Dispute' as defined under Section 2(k) of Industrial Disputes Act, 1947?
- (5) What Order? What relief?

7. Heard arguments.

8. My answers to the above issues are as follows:

Issue No. 1	...	In the Negative.
Issue No. 2	...	In the Negative.
Issue No. 3	...	In the Negative.
Issue No. 4	...	In the Negative.
Issue No. 5	...	As per final order.

REASONS

Issue No. 1 and 2:

9. It is a matter of record that Learned Adv. Shri Suhaas Naik for Party I has made an endorsement on the affidavit of R. D. Mangueshkar and also submitted that Party I is not interested to pursue the present matter, to which Learned Adv. Shri P. Chawdikar for the Party II has claimed that in such an event, the reference be rejected. It appears that the Party I is not interested in pursuing the matter nor led any evidence in support of the above issues. The Party I has merely filed an affidavit of Shri R. D. Mangueshkar, General Secretary of Goa Trade and Commercial Workers Union. The burden to prove that the action of the Party II in terminating their services w.e.f. 01-08-2007 is illegal and unjustified and that they are presently unemployed and do not have any source of income lies on the Party I/workmen and unless said burden is discharged by the workmen, the onus will not shift on Party II Company to prove otherwise. The Party I workmen have neither led any evidence nor

proved the above issues. The Party I therefore have failed to discharge the burden of proving issue No. 1 and 2. Hence, the above issues are answered in the negative.

Issue No. 3 and 4:

10. The Party II has also not led any evidence to prove that General Secretary of the Goa Trade & Commercial Workers' Union is having no locus standi to file the present claim statement on behalf of Party I and that the reference is not maintainable. Hence, the above issues are answered in the negative.

11. In view of the above, I pass the following:

ORDER

- (i) It is hereby held that action of the management of M/s Lima Workshop, Barazan, Usgao-Goa, in terminating the services of its workmen mentioned in the schedule with effect from 01-08-2007, is legal and justified?
- (ii) The Party I/Workmen are therefore not entitled to any reliefs.
- (iii) No order as to costs.
- (iv) Inform the Government accordingly.

Sd/-

(Vincent D'Silva),
Presiding Officer,
Industrial Tribunal and
Labour Court.

Department of Law & Judiciary
Law (Establishment) Division

High Court of Bombay at Goa, Panaji

Order

No. HCB/GOA/PF/PMS/2018

The Honourable Senior Judge is pleased to grant the following Officer leave for the period mentioned against his name:-

Name & designation	Period of leave
1	2
Shri P. M. Shinde, Deputy Registrar, High Court of Bombay at Goa, Panaji	1) Earned leave for 05 days w.e.f. 12-11-2018 to 16-11-2018 with permission to leave headquarters w.e.f. 10-11-2018 (A.O.H.) to 19-11-2018 (B.O.H.)

1	2
	and to prefix 10-11-2018 and 11-11-2018 being 2nd Saturday and Sunday respectively and to suffix 17-11-2018 and 18-11-2018 being Saturday and Sunday respectively.

Certified that but for leave the Officer would have continued to officiate in the post had he not proceeded on leave during the above period.

II

The charge during the leave period of Shri P. M. Shinde, Deputy Registrar, is kept with Shri Kiran A. Bagi, Registrar (Judicial), in addition to his own duties.

Sudhir M. Deshpande, Registrar (Admin.).

Panaji, 29th October, 2018.

Department of Personnel

Order

No. 5/4/2017-PER

Read: Memorandum No. 5/4/2017-PER dated 02-07-2018.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/42(2)/2015 (Part file IV)/1237 dated 20-10-2015, the Governor of Goa is pleased to appoint the following candidates as probationers to the Junior Scale of Goa Civil Service (Group "A" Gazetted) in level 10 of the Pay Matrix with immediate effect, subject to any order that may be passed by the Hon'ble High Court of Bombay at Panaji in Writ Petitions Nos. 568/2012 & 616/2012 and Hon'ble Supreme Court in SLP (Civil) No. 14797-14798/2013 & 20426/2013 in terms of the advertisement bearing No. 7/2015 published by GPSC on 12-06-2015:

- 1) Shri Vikas Shankar Kamble.
- 2) Kum. Fiona Audrey Cardozo.
- 3) Shri Nilesh Kushta Dhaigodkar (ST).
- 4) Shri Pritidas Upasso Gaonkar (ST).
- 5) Shri Mangaldas Budho Gaonkar (ST).

2. The appointment of Shri Nilesh Kushta Dhaigodkar is further subject to the final outcome of the criminal proceedings under Section 154 Cr. PC vide FIR No. 13-2014 dated 31-07-2014 under Section 120B of Prevention of Corruption Act, 1988; and related proceedings thereto.

3. The above candidates have been declared medically fit by the Medical Board. Their character and antecedents have been verified.

4. The appointee shall be governed by the affidavit affirmed as per the offer of appointment issued, read in the preamble, and any violation of the condition thereto, shall be read as defective to their initial appointment itself necessitating termination of service.

5. The seniority of the appointee shall be from the year of appointment with reference to their date of joining.

6. The above candidates shall be on probation for a period of two years with effect from their date of joining, during which they shall undergo a departmental training and shall have to pass the Departmental Examination prescribed under the rules.

7. The pay and allowances of the above candidates shall be debited to the Budget Head controlled by the concerned Department wherever they are posted from time to time, or as per specific orders issued by Personnel Department.

8. The above candidates shall join their duties in the Personnel Department, within a period of fifteen days from the date of receipt of this order.

9. The appointment of the above candidates shall be subject to the verification of the genuineness of their educational qualification certificates & caste certificates (if applicable).

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Additional Secretary (Personnel).

Porvorim, 30th October, 2018.

Order

No. 5/4/2017-PER/2778

Read: Memorandum No. 5/4/2017-PER dated 02-07-2018.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/42(2)/2015 (Part file IV)/1237 dated 20-10-2015, the Governor of Goa is pleased to appoint Dr. Pooja Milind Madkaikar as probationer to the Junior Scale of Goa Civil Service (Group "A" Gazetted) in Level 10 of the Pay Matrix with immediate effect, subject to any order that may be passed by the Hon'ble High Court of Bombay at Panaji in Writ Petitions Nos. 568/2012 & 616/2012

and Hon'ble Supreme Court in SLP (Civil) No. 14797-14798/2013 & 20426/2013 in terms of the advertisement bearing No. 7/2015 published by GPSC on 12-06-2015:

2. The appointee has been declared medically fit by the Medical Board. Her character and antecedents have been verified.

3. The appointee shall be governed by the affidavit affirmed as per the offer of appointment issued, read in the preamble, and any violation of the condition thereto, shall be read as defective to her initial appointment itself necessitating termination of service.

4. The seniority of the appointee shall be from the year of appointment with reference to her date of joining.

5. The above candidate shall be on probation for a period of two years with effect from her date of joining, during which she shall undergo a departmental training and shall have to pass the Departmental Examination prescribed under the rules.

6. The pay and allowances of the above candidate shall be debited to the Budget Head controlled by the concerned department wherever she is posted from time to time, or as per specific orders issued by Personnel Department.

7. The above candidate shall join her duties in the Personnel Department, within a period of fifteen days from the date of receipt of this order.

8. The appointment of the above candidate shall be subject to the verification of the genuineness of her educational qualification certificates.

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Additional Secretary (Personnel).

Porvorim, 31st October, 2018.

Order

No. 6/10/2017-PER/2816

Shri Gurudas Pilarnekar, Director of Art & Culture shall hold the charge of the post of Director, Information & Publicity in addition to his own duties, in public interest with immediate effect, till further orders.

By order and in the name of the Governor of Goa.

Harish N. Adconkar, Under Secretary (Personnel-I).
Porvorim, 1st November, 2018.

Department of Power

Office of the Chief Electrical Engineer

Addendum

No. CEE/Estt-31-25-88/GPSC/Part-III(B)/Vol-IV/2527

Read: Order No. CEE/Estt-31-25-88/GPSC/Part-III(B)/Vol-III/195 dated 13-04-2018.

In the order read at preamble above, in the present place of posting of Sr. No. 15, the following words shall be added.

"and he shall be on working arrangement in SLDC, MRT Bhavan, Margao, until further orders".

2. All the other contents of the order shall remain unchanged.

By order and in the name of the Governor of Goa.

N. Neelakaanta Reddy, Chief Electrical Engineer & ex officio Addl. Secretary.

Panaji, 31st October, 2018.

Department of Public Health

Order

No. 4/14/2003-II/PHD/PHD/Vol.I/4077

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/30(9)/2006/225 dated 10-10-2018, the Government is pleased to declare Dr. Narayan Vasudev Kamat Dalal, Assistant Lecturer, Department of Physiology, Goa Medical College as having satisfactorily completed his probation period of two years from 01-01-2016 to 31-12-2017, and to confirm him in the post of Assistant Lecturer, Department of Physiology in Goa Medical College, Bambolim.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Health).

Porvorim, 1st November, 2018.

Notification

No. 7/2/2004-III/PHD(MISC)/4066

Government is pleased to constitute Medical Board at North Goa District Hospital, Mapusa and South Goa District Hospital, Margao for issuing of certificate to the persons with disabilities such as

Autism Spectrum Disorder (ASD), Spectrum Learning Disabilities (SLD), Slow Learners and Mental Retardation as under:

- | | | |
|--|---|-----------|
| 1. Medical Superintendent of District Hospital | — | Chairman. |
| 2. Paediatrician attached to District Hospital | — | Member. |
| 3. Psychiatrist attached to District Hospital | — | Member. |
| 4. Clinical Psychologist | — | Member. |

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Health-I).
Porvorim, 31st October, 2018.

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Department of Public Works

Office of the Principal Chief Engineer

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Order

No. 40/2/2018/PCE-PWD-ADM (II)/156

Government is pleased to transfer of the following Executive Engineers to the places shown against their names in column No. 4 below, with immediate effect, in public interest:

Sr. No.	Name of the officer	Present place of posting	Proposed place of posting on transfer
1	2	3	4
1. Shri Cleasby C. Theodora Dias	Executive Engineer, JICA Project, South Goa	As Executive Engineer, Division IX, PWD, Margao.	
2. Shri Sanjay G. Walvekar	Executive Engineer, Division IX, PWD, Margao	As Executive Engineer, JICA Project, South Goa.	

The deployment of the Officer at Sr. No. 2 on deputation to JICA project, South Goa is for the period of one year and shall be governed by the terms and conditions of the Government O.M. No. 13/4/74-PER dated 12-02-1999 and 11-01-2007 as amended from time to time of the Department of Personnel, Secretariat, Porvorim.

By order and in the name of the Governor of Goa.

U. P. Parsekar, Principal Chief Engineer & ex officio Addl. Secretary (PWD).

Panaji, 31st October, 2018.

Order

No. 40/2/2018/PCE-PWD-ADM (II)/157

Government is pleased to transfer the following Assistant Engineers/Assistant Surveyor of Works to the places shown against their names in column No. 4 below, with immediate effect, in public interest.

Sr. No.	Name of the officer	Present place of posting	Proposed place of posting on transfer
1	2	3	4
1. Shri Swapnil G. Dessai	Assistant Engineer, SD I, Division XXV, PWD, Canacona	As Assistant Engineer, SD II, Division XXV, PWD, Quepem.	
2. Shri Digamber Kulkarni	Assistant Engineer, SD II, Division XXV, PWD, Quepem	As Assistant Surveyor of Works, Division XXV, PWD, Margao.	
3. Shri Euclidas F.E. De souza	Assistant Surveyor of Works, Division XXV, PWD, Margao	As Assistant Engineer, SD I, Division XXV, PWD, Canacona.	

By order and in the name of the Governor of Goa.

U. P. Parsekar, Principal Chief Engineer & ex officio Addl. Secretary (PWD).

Panaji, 31st October, 2018.

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Department of Sports & Youth Affairs

Directorate of Sports & Youth Affairs

—

Order

No. 69/Const. of Committee/DSYA/Adm/2018/2613

Whereas, the Goan Football Club Private Limited (FC Goa) has submitted a representation dated 12-06-2018 to the Hon'ble Chief Minister requesting his intervention in view of certain "unviable circumstances for conducting Football matches in Goa" for the Indian Super League.

And whereas, among these aspects highlighted was also the expenditure towards Police and Traffic arrangements for the Tournaments.

And therefore, after careful consideration, the Government has decided to constitute a Committee to examine the issues of Police protection fees

levied/leviable for sporting events such as the Indian Super League and other such sporting events. The Committee shall consist of the following members:

- | | | |
|--|---|-----------|
| i) Secretary (Sports) | — | Chairman. |
| ii) Additional Secretary
(Finance Exp.) | — | Member. |
| iii) Superintendent of Police
(Head Quarters) | — | Member. |

The Committee shall submit a report for consideration of the Government preferably within a month's time.

These issues with the approval of the Hon'ble Chief Minister vide U.O. No. 8580/F dated 05-10-2018.

V. M. Prabhu Desai, Director/Jt. Secretary (Sports & Youth Affairs).

Panaji, 30th October, 2018.

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Department of Tourism

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Notification

No. 3/3(922)17/DT/3140

In terms of Article 107 of the Articles of Association of Goa Tourism Development Corporation Ltd. (hereinafter called the said Corporation), the Governor of Goa is pleased to re-constitute the Board of Directors of the Company and appoint the following persons as Directors of the Goa Tourism Development Corporation Limited, with immediate effect namely:

- | | | |
|---|---|-----------|
| 1. Shri Dayanand Sopte,
R/o. Mandrem, Pernem-Goa | — | Director. |
| 2. Dr. Shrikant Azgaonkar,
R/o. Margao | — | Director. |
| 3. Dr. M. Moddasir,
R/o. Dona Paula | — | Director. |
| 4. Smt. Joel Fernandes,
R/o. Konsua, Cortalim | — | Director. |
| 5. Smt. Pallavi Shirodkar,
R/o. Mangor Hill, Vasco | — | Director. |
| 6. Shri Earl Braganza,
R/o. Carrimodi, Curchorem | — | Director. |
| 7. Shri Paresh Kenkre,
R/o. Miramar | — | Director. |
| 8. Shri Madhav S. Sheni Desai,
R/o. Pernem | — | Director. |

- | | | |
|---|---|-----------|
| 9. Secretary (Tourism) | — | Director. |
| 10. Director (Tourism) | — | Director. |
| 11. President, Travel & Tourism
Association of Goa | — | Director. |
| 12. Managing Director, GTDC | — | Director. |

In terms of Article 117 of the Article of Association of Goa Tourism Development Corporation Limited, Governor of Goa further nominates Mr. Dayanand Sopte, Director as Chairman of the Corporation.

This supersedes earlier Notification bearing No. 3/3(922)/DT/3008 dated 12-10-2017 and remain in force till further orders.

By order and in the name of the Governor of Goa.

Sanjiv Gadkar, Director & ex officio Addl. Secretary (Tourism).

Panaji, 7th November, 2018.

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Department of Town & Country Planning

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Notification

No. 4-5-2-84-UDD(Pt)/2018/2292

In exercise of the powers conferred by sub-sections (1) and (3) of Section 20 of the Goa, Daman and Diu Town and Country Planning Act, 1974 (Act 21 of 1975), read with Rule 3 of the Goa, Daman and Diu Town and Country Planning (Planning and Development Authorities) Rules, 1977 and in supersession of the Government Notification No. 4-5-2-84-UDD(pt)/TCP/12/1796 dated 01-06-2012, published in the Official Gazette, Series II No. 10 dated 07-06-2012, the Government Notification No. 4-5-2-84-UDD (pt) TCP/12/14/2314 dated 03-06-2014, published in the Official Gazette, Series II No. 10 dated 5-6-2014 and all subsequent Notifications issued in this regard, the Government of Goa, in consultation with the Goa Town and Country Planning Board, hereby reconstitutes in respect of the Vasco-da-Gama Planning Area, as declared vide the Government Notification No. 4-5-2-84-UDD(Part)/05/2737 dated 27-9-2005, published in the Official Gazette, Extraordinary No. 3, Series I No. 25 dated 27-09-05, read with the Government Notification No. 4-5-2-84-UDD/Part-/TCP/2013/2109 dated 28-05-2013, published in the Official Gazette, Series I No. 9 dated 30-05-2013 and the Government Notification No. 29/8/TCP/Sancoale/Pt/RP/2015-16/1175 dated 11-03-2016,

published in the Official Gazette, Series I No. 51 dated 17-03-2016, an authority to be called the Mormugao Planning and Development Authority consisting of the following members, namely:-

- 1) Shri Jose Luis Carlos — Chairman.
Almeida, MLA, Vasco
- 2) Shri Milind Naik, — Member.
MLA, Mormugao
- 3) Shri Mauvin Godinho, — Member.
MLA, Dabolim
- 4) Smt. Alina Saldanha, — Member.
MLA, Cortalim
- 5) Shri Leo Rodrigues, — Member.
R/o. Ward No. 9, Baina,
Vasco
- 6) Shri Ravi Luis, R/o. H. No. 07, — Member.
Bhutea Bhat, Vasco
- 7) Shri Achut Naik, — Member.
R/o. H. No. 172, Simpal,
Nr. Shantadurga Temple,
Sancoale, Goa
- 8) Smt. Adv. Anita Ajay Thorat, — Member.
R/o. H. No. 57/L,
Alto Bogmalo, Goa
- 9) Arch. Raj Bhandare, — Member.
R/o. Meera Govind,
Airport Road, Chicalim-Goa
- 10) Shri Kamla Prasad Yadav, — Member.
Dy. Sarpanch, Chicalim-
-Dabolim Village Panchayat,
R/o. H. No. 145/B, Fatima Colony,
Alto Dabolim, Goa
- 11) Chairperson, Mormugao — Member.
Municipal Council
- 12) Ms. Vertika Dagur, — Member
Town Planner, Mormugao Secretary.

By order and in the name of the Governor of Goa.

Rajesh J. Naik, Chief Town Planner & ex officio Joint Secretary (Planning).

Panaji, 7th November, 2018.



Department of Vigilance

Directorate of Vigilance

—

Order

No. 15/17/2014-VIG/4741

Whereas, Disciplinary Proceeding for major penalty under Rule 14 of the CCS (CCA) Rules, 1965 has been initiated against Smt. Mohini

Halarnkar alias Mohini A. S. Sirvoicar, the then BDO of Mormugao, vide this Office Memorandum No. 15/17/2014-VIG/2552 dated 06-08-2015.

2. And whereas, the charge levelled against the Charged Officer is that Smt. Mohini Halarnkar alias Smt. Mohini Sirvoicar while functioning as the Block Development Officer, Mormugao during the period from 28-02-2014 till the date of suspension, has illegally and fraudulently taken a cash amount of Rs. 25000/- each from the Village Panchayat Chicalim and Sancoale by unauthorisedly issuing a Memorandum dated 18-09-2014, enclosing a forged letter dated 17-09-2014 purported to be issued in the name of the office of the Learned Advocate General in the garb of meeting the expenses towards stamp duty and court fee in Writ Petition No. 19/2013, thereby misusing the name of the office of the Learned Advocate General by forging and fabricating documents. Further, after the matter was reported in the daily newspaper 'Gomantak' dated 14-10-2014, she tried to destroy evidence against her by tampering the records and pressurizing the Secretaries of the Village Panchayats of Chicalim, Sancoale and Majorda-Utorda-Calata to return back the said Memorandum and letter.

3. And whereas, upon denial of the charge by said Smt. Mohini Halarnkar alias Mohini A. S. Sirvoicar in her written statement of defence dated 21-08-2015, Shri Dipak M. Bandekar, Goa Civil Service Officer was appointed as Inquiring Authority to inquire into the charge framed against Smt. Mohini Halarnkar alias Mohini A. S. Sirvoicar.

4. And whereas, the Inquiry Authority on completion of the inquiry submitted his report dated 15-01-2018 stating that the charge framed against the Charged Officer as mentioned in Article-I in the Memorandum has been proved.

5. And whereas, in terms of Rule 15 (2) of CCS (CCA) Rules, 1965, the copy of the Report of Inquiry was forwarded to the Charged Officer to make representation or submissions to the Disciplinary Authority.

6. And whereas, the Charged Officer in her written representation dated 24-04-2018 has made the following submissions:

- (i) that although the Report of the Inquiry Authority states that she had received notices dated 08-04-2017 and 13-04-2017, she

had not received the said notices. She had received notice dated 18-04-2017 to remain present for the inquiry on 02-05-2017. However, she did not remain present for the inquiry on 02-05-2017 as she was under the bonafide impression that her letter dated 06-04-2017 for change of IO and PO was pending before Director of Vigilance and the reply was awaited on the same.

- (ii) that the Inquiring Authority, nowhere in his report has mentioned that the objections were raised by her vide letter dated 22-02-2017, about the competency of the Inquiring Authority. Therefore, it goes to show that the Inquiring Authority was silent on the subject and had suppressed the said fact and passed ex-parte Order and as such the report dated 15-01-2018 is liable to be set aside.

7. And whereas, although the Charged Officer has made the above submissions in the representation dated 24-04-2018, the available records revealed as under:

- (a) the Charged Officer had failed to attend the hearing fixed by the Inquiring Authority on 22-02-2017, 08-03-2017, 13-04-2017, 18-04-2017, 02-05-2017, 15-05-2017, 01-06-2017 and 13-06-2017 inspite of being duly served with notices. From the records of the Inquiring Authority, it is seen that one of the date fixed for hearing was 18-04-2017 and the date "08-04-2017" mentioned in the Report of the Inquiring Authority appears to be typographical error as no such notice fixing the matter on 08-04-2017 is available on record.
- (b) the Charged Officer filed number of frivolous applications to change the Inquiry Officer, Presenting Officer in order to delay the proceedings, which requests were not considered by the Disciplinary Authority and the said decision was conveyed to the Charged Officer vide letters dated 22-03-2017 and 26-04-2017 and the Charged Officer was further informed to attend the hearing on 02-05-2017.
- (c) since the Charged Officer failed to attend the hearing, the inquiry proceedings were conducted ex-parte.

8. And whereas, after careful perusal of the facts of the case and the report of the Inquiring Authority, the Disciplinary Authority is of the view that, it is proved that the charges framed against the Charged Officer are proved and that the Charged Officer has been found guilty for illegally extorting the money, forgery & destroying the evidence thereafter. Further, the Charged Officer is found negligent in defending her own interest before Inquiry Officer, hence Disciplinary Authority further decided to dismiss her from service which shall be ordinarily be a disqualification for future employment under the Government.

9. And whereas, the Goa Public Service Commission was consulted regarding the imposition of proposed penalty of dismissal from service on the delinquent Officer. The Goa Public Service Commission has conveyed their concurrence to the same vide their letter No. COM/II/15/42(1)/18/203 dated 19-09-2018.

10. Now therefore, the Disciplinary Authority, as provided under Rule 11 Clause (ix) of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, hereby impose the penalty of dismissal of service which shall ordinarily be a disqualification for future employment under the Government on the said Smt. Mohini Halarnkar alias Mohini A. S. Sirvoicar, the then BDO of Mormugao, with immediate effect.

By order and in the name of the Governor of Goa.

Sanjeev C. Gauns Dessai, Director & ex officio
Additional Secretary (Vigilance).

Panaji, 11th October, 2018.

Order

No. 5/47/2009-VIG/4880

Whereas, disciplinary proceeding for major penalty under Rule 14 of CCS (CCA) Rules, 1965 was initiated against Shri M. S. Rayadu, the then Lecturer in Electrical Engineering, Goa College of Engineering, Farmagudi, Ponda, in the matter of unauthorized absence vide this Office Memorandum No. 5/47/2009-VIG/1345 dated 07-12-2009.

2. And whereas, the charges levelled against the Charged Officer is as under:

- (i) that the said Shri M. S. Rayadu was sanctioned Extra Ordinary Leave for two years with effect 03-10-2005 for seeking

Private Employment in India or Abroad. Shri M. S. Rayadu overstayed and did not report back to duty on expiry of Extra Ordinary Leave.

- (ii) that subsequently, Memorandum No. 4/5/96-GEC(E)/3591 dated 08-12-2008 was sent to the Chennai address by the Principal, Goa College of Engineering, Farmagudi, Ponda with directives to report back on duty failing which disciplinary action would be initiated against him which may include termination of this services. Till date Shri M. S. Rayadu has not joined back duty.

3. And whereas, no written statement of defence has been filed by the Charged Officer. It has been confirmed that the said Memorandum No. 5/47/2009-VIG/1345 dated 07-12-2009 was delivered to him on 07-01-2010.

4. And whereas, vide Order No. 5/47/2009-VIG/1204 dated 25-07-2011, Shri S. V. Shirodkar, a retired Senior Scale Officer of Goa Civil Service was appointed as Inquiring Authority to inquire into the charges framed against Shri Rayadu.

5. And whereas, the Inquiry Authority on completion of the inquiry submitted his report dated 08-08-2012 stating that the allegations levelled against the Charged Officer as mentioned in Article-I in the Memorandum has been proved.

6. And whereas, in terms of Rule 15 (2) of CCS (CCA) Rules, 1965, the copy of the Report of Inquiry was forwarded to the Charged Officer to make representation or submissions to the Disciplinary Authority vide Memorandum No. 5/47/2009-VIG/1843 dated 12-09-2012.

7. And whereas, the Director of Technical Education, vide letter dated 04-07-2016 has informed that their office had circulated the said report of the Inquiring Authority to Shri M. S. Rayadu to his last recorded residential address and had annexed copy of the postal receipt No. RM523662045IN.

8. And whereas, vide letter dated 17-11-2016, the Director of Technical Education was requested to send the 'consignment delivery status' of the above postal receipt.

9. And whereas, vide letter dated 17-08-2017 the Directorate of Technical Education has informed that they have received the acknowledgment receipt of the Reg. A. D. from Shri M. S. Rayadu of letter dated 28-11-2016.

10. And whereas, after careful perusal of the facts of the case and the report of the Inquiring Authority, the Disciplinary Authority has decided to impose penalty of dismissal from service which shall be ordinarily be a disqualification for future employment under the Government on said Shri M. S. Rayadu.

11. And whereas, the Goa Public Service Commission was consulted regarding the imposition of proposed penalty of dismissal from service on the delinquent Officer. The Goa Public Service Commission has conveyed its concurrence to the same vide their letter No. COM/II/15/18(1)/2018/204 dated 19-09-2018.

12. Now therefore, the Disciplinary Authority, as provided under Rule 11 Clause ix of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, hereby imposes the penalty of dismissal from service which shall ordinarily be a disqualification for future employment under the Government on the said Shri M. S. Rayadu, the then Lecturer in Electrical Engineering, Goa College of Engineering, Farmagudi, Ponda, with immediate effect.

By order and in the name of the Governor of Goa.

Sanjeev C. Gauns Dessai, Director & ex officio Additional Secretary (Vigilance).

Panaji, 24th October, 2018.



Department of Women & Child Development

Directorate of Women & Child Development

Order

No. 8-1-94/W&CD/Part/7290

Read: Letter No. 1-8/97/Recon/SBA/Goa dated 05-09-2018 from Central Social Welfare Board, New Delhi.

On the recommendation of Central Social Welfare Board, New Delhi conveyed vide letter dated 05-09-2018 referred above, the Secretary, Women and Child Development, Government of Goa is hereby appointed as Officer-in-Charge/Administrator of Goa State Social Welfare Board with immediate effect in public interest, purely as

a stop gap arrangement to discharge the duties of Chairperson, Goa State Social Welfare Board till the State Board is reconstituted or until further orders to ensure that implementation and monitoring of the programmes of the State Board is not hampered and the day-to-day functioning of the State Board.

This issues with the approval of the Government vide U.O. No. 818/F dated 24-10-2018.

By order and in the name of the Governor of Goa.

Dipak Desai, Director (Women and Child Development).

Panaji, 29th October, 2018.

Notice

No. 1-451/2015/Accom/GSCPCR/DW&CD/7587

It is hereby made known to the public that the Goa State Commission for Protection of Child Rights office presently functioning in the rented premises at XA-8, 3rd floor, Sakhardande Apartments, Dr. Dada Vaidya Road, Panaji will be shifted in new premises w.e.f. 14th November, 2018 at Government Quarters, H. No. D-7-A, Ground Floor, near Caculo Mall, St. Inez, Panaji-Goa.

Given under my hand and seal of the Department, this 5th day of November, 2018.

Dipak Desai, Director & ex officio Joint Secretary (Women & Child Development).

Panaji, 7th November, 2018.

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